

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

IN RE:)
)
CHARLES M. FRY,) CASE NO. 05-61289 JPK
) Chapter 7
Debtor.)

ORDER CONCERNING DEFECTIVE REAFFIRMATION AGREEMENT

On August 22, 2005, Great Lakes Bank, by counsel, filed a Motion to Reopen Case, the stated purpose of which is to allow that creditor to file a reaffirmation agreement entered into between it and the debtor prior to the entry of the debtor's discharge, but inadvertently not previously filed with the Court.

There are two problems with this motion. The first is that it was not accompanied by the fee required by 28 U.S.C. § 1930 or the Schedule of Fees of The Judicial Conference of the United States with respect to a request to re-open a case. This matter has been addressed by a separate administrative order issued by the Court.

Second, and perhaps more seriously, the reaffirmation agreement attached to the motion does not comply with 11 U.S.C. § 524(c)(2)(B), and as a result it would not be enforceable in any event.

IT IS ORDERED that the reaffirmation agreement attached as an exhibit to the Motion to Reopen Case filed on August 22, 2005 shall not be deemed effective, and shall be deemed unenforceable.

Dated at Hammond, Indiana on August 25, 2005.

/s/ J. Philip Klingeberger
J. Philip Klingeberger
United States Bankruptcy Court

Distribution:
Debtor, Attorney for Debtor
Trustee, US Trustee
Adam D. Decker, Esq.